

**MORGAN, LEWIS & BOCKIUS**

PHILADELPHIA  
LOS ANGELES  
MIAMI  
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FRANKFURT

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NEW YORK, NEW YORK 10178

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WASHINGTON  
NEW YORK  
HARRISBURG  
SAN DIEGO  
BRUSSELS

RECORDATION NO. 17918-9

FILED 179

AUG 17 1992-3 10 PM

2-230A067

INTERSTATE COMMERCE COMMISSION

August 17, 1992

RECORDATION NO. 17918-B

FILED 143

AUG 17 1992-3 10 PM

INTERSTATE COMMERCE COMMISSION

**BY HAND DELIVERY**

Mr. Sidney L. Strickland  
Secretary, Interstate Commerce  
Commission  
Washington, D.C.

Dear Ms. McGee:

I have enclosed an original and one copy of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

1. This document is Lease Schedule No. 1, a secondary document, and is dated August 17, 1992. The primary document to which this is connected is recorded under recordation number 17918.

The names and addresses of the parties to the documents are as follows:

**Lessor:**

The Connecticut National Bank  
777 Main Street  
Hartford, Connecticut 06115

**Lessee:**

Solvay Polymers, Inc.  
3333 Richmond Avenue  
Houston, Texas 77098

A description of the equipment covered by the document follows: two hundred sixty-eight 5800 cu. ft. plastic pellet covered hopper cars manufactured by ACF Industries Incorporated, ELTX Nos. 2000 - 2010, 2012 - 2127, 2129 - 2131, 2133 - 2151, 2153 - 2166, 2168 - 2200, 2202 - 2219, 2221 - 2235, 2238, 2240 - 2243, 2245 - 2247, 2249 - 2251, 2253 - 2256, 2258 - 2263, 2265, 2267 - 2268, 2270 - 2273, 2275 - 2277, 2280, 2282, 2284 - 2287, 2290 - 2291.

MOBILE OPERATING UNIT

AUG 17 3 03 PM '92  
TOKYO

*Handwritten signature*

MORGAN, LEWIS & BOCKIUS

Mr. Sidney L. Strickland  
August 17, 1992  
Page 2

A short summary of the document to appear in the index follows:

Lease Schedule No. 1, dated August 17, 1992, to the Lease Agreement between the Connecticut National Bank, as Trustee, as Lessor, and Solvay Polymers, Inc., as Lessee, with recordation number 17918, dated as of August 1, 1992, covering two hundred sixty-eight 5800 cu. ft. plastic pellet covered hopper cars manufactured by ACF Industries Incorporated, ELTX Nos. 2000 - 2010, 2012 - 2127, 2129 - 2131, 2133 - 2151, 2153 - 2166, 2168 - 2200, 2202 - 2219, 2221 - 2235, 2238, 2240 - 2243, 2245 - 2247, 2249 - 2251, 2253 - 2256, 2258 - 2263, 2265, 2267 - 2268, 2270 - 2273, 2275 - 2277, 2280, 2282, 2284 - 2287, 2290 - 2291.

2. This document is Supplement No. 1 to Security Agreement, and is dated August 17, 1992. The primary document to which this is connected is recorded under recordation number 17918-A.

The names and addresses of the parties to the documents are as follows:

Debtor and Lessor:

The Connecticut National Bank  
777 Main Street  
Hartford, Connecticut 06115

Lenders:

Massachusetts Mutual Life Insurance Company  
1295 State Street  
Springfield, Massachusetts 01111-0001

MML Pension Insurance Company  
1295 State Street  
Springfield, Massachusetts 01111-0001

A description of the equipment covered by the document follows: two hundred sixty-eight 5800 cu. ft. plastic pellet covered hopper cars manufactured by ACF Industries Incorporated, ELTX Nos. 2000 - 2010, 2012 - 2127, 2129 - 2131, 2133 - 2151,

MORGAN, LEWIS & BOCKIUS

Mr. Sidney L. Strickland  
August 17, 1992  
Page 3

2153 - 2166, 2168 - 2200, 2202 - 2219, 2221 - 2235, 2238, 2240 -  
2243, 2245 - 2247, 2249 - 2251, 2253 - 2256, 2258 - 2263, 2265,  
2267 - 2268, 2270 - 2273, 2275 - 2277, 2280, 2282, 2284 - 2287,  
2290 - 2291.

A short summary of the document to appear in the index  
follows:

Supplement No. 1, dated August 17, 1992, to the  
Security Agreement between the Connecticut National  
Bank, as Trustee (Debtor), and Massachusetts Mutual  
Life Insurance Company and MML Pension Insurance  
Company (Lenders) with recordation number 17918-A,  
dated as of August 1, 1992, covering two hundred sixty-  
eight 5800 cu. ft. plastic pellet covered hopper cars  
manufactured by ACF Industries Incorporated, ELTX Nos.  
2000 - 2010, 2012 - 2127, 2129 - 2131, 2133 - 2151,  
2153 - 2166, 2168 - 2200, 2202 - 2219, 2221 - 2235,  
2238, 2240 - 2243, 2245 - 2247, 2249 - 2251, 2253 -  
2256, 2258 - 2263, 2265, 2267 - 2268, 2270 - 2273, 2275  
- 2277, 2280, 2282, 2284 - 2287, 2290 - 2291.

A fee of \$32.00 is enclosed. Please return the  
originals and any extra copies not needed by the Commission for  
recordation to:

Leonard A. Potter, Esq.  
Morgan, Lewis & Bockius  
101 Park Avenue  
New York, New York 10178

Very truly yours,

*Leonard A. Potter* / *gm*

Leonard A. Potter, as  
representative in fact of The  
Connecticut National Bank

Enclosures  
LAP/11

RECORDATION NO 17918-C  
FILED 1425

AUG 17 1992 -3 10 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT No.1 TO SECURITY AGREEMENT

THIS SUPPLEMENT No.1 TO SECURITY AGREEMENT (this Supplement No. 1) is made August 17, 1992 between The Connecticut National Bank, a national banking association with its principal place of business at 777 Main Street, Hartford, Connecticut 06115, not in its individual capacity but solely as trustee (Debtor) under the Trust Agreement, dated as of August 1, 1992, with NYNEX Credit Company (Owner Beneficiary), Massachusetts Mutual Life Insurance Company, a Massachusetts corporation with its principal place of business at 1295 State Street, Springfield, Massachusetts 01111 and MML Pension Insurance Company, a Massachusetts corporation, with its principal place of business at 1295 State Street, Springfield, Massachusetts 01111 (collectively, Lenders) and supplements the Security Agreement (the Original Security Agreement), dated as of August 1, 1992, between Debtor and Lenders (the Original Security Agreement, as supplemented by this Supplement No.1 is herein called the Security Agreement). Capitalized terms used in this Supplement No.1 and not otherwise defined have the meanings set out in the Original Security Agreement.

WITNESSETH

In accordance with the terms and provisions of the Original Security Agreement, Debtor has agreed to sell to Lenders and Lenders have agreed to purchase from Debtor on or before November 12, 1992 (each a Subsequent Closing Date) a Note or Notes (the Subsequent Closing Notes) with respect to a Subsequent Closing Schedule (as defined in the Lease) in the aggregate original principal amount of \$14,250,000, plus or minus 5%. In connection with the purchase and sale of the Subsequent Closing Notes, Debtor and Lenders desire to clearly identify the Equipment subject to this Security Agreement, and to provide for the repayment of that portion of the proceeds of the Subsequent Closing Notes, if any, which are not used by Debtor to acquire or finance the Equipment and lease the Equipment to the Lessee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in order to secure the payment of the principal and interest and all other sums due under the Notes, Lenders and Debtor hereby agree to supplement the Original Security Agreement as follows:

1. The Equipment subject to this Supplement to Security Agreement is described on Schedule A attached hereto.
2. Within 60 days after each Subsequent Closing Date, Debtor will deliver to Lenders a certificate executed by a duly authorized officer of Debtor setting forth the final acquisition

STATE OF *Massachusetts*

COUNTY OF *Hampden*

ss:

On this 14<sup>th</sup> day of August, 1992 before me personally appeared Robert E. Toyal to me personally known who being by me duly sworn, says that he is the Investment Officer of MML PENSION INSURANCE COMPANY, that said instrument was signed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Nancy M. Wood  
Notary Public

[NOTARIAL SEAL]

My commission expires:

Nancy M. Wood

Notary Public

My Commission Expires December 16, 1994

/2/18/w/MMSOLTEX/Supp. Sec. Agmt

STATE OF *Massachusetts* )

COUNTY OF *Hampden* )

ss:

On this 14<sup>th</sup> day of August, 1992 before me personally appeared William E. Lord to me personally known who being by me duly sworn, says that he is the Second Vice President of MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, that said instrument was signed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Nancy M. Wood  
Notary Public

[NOTARIAL SEAL]

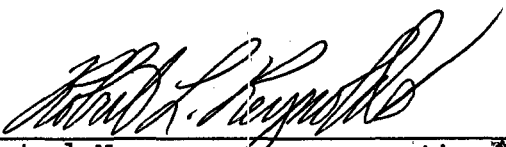
My commission expires:

Nancy M. Wood  
Notary Public  
My Commission Expires December 16, 1994

cost (the Acquisition Cost) of the Equipment covered by the such Subsequent Schedule, and the portion of the proceeds of such Subsequent Closing Notes which was used by Debtor to finance or refinance the Acquisition Cost. To the extent, if any, that less than 100% of the proceeds of any Subsequent Closing Notes were used to finance or refinance the Acquisition Cost, Debtor will repay the difference by wire transfer of immediately available funds on or prior to January 12, 1993 to Lenders or upon Lenders' written direction. The amount of such repayment will be applied by Lenders to repayment of the Second Closing Notes on a pro rata basis.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement No. 1 to Security Agreement to be duly executed by their duly authorized representatives as of the date first above written.

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity  
but solely as trustee under  
the Trust Agreement dated as  
of August 1, 1992 with NYNEX  
Credit Company

  
Printed Name: Robert L. Reynolds  
Title: Corporate Trust Officer

MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY

\_\_\_\_\_  
Printed Name:  
Title:

MML PENSION INSURANCE COMPANY

\_\_\_\_\_  
Printed Name:  
Title:



IN WITNESS WHEREOF, the parties hereto have caused this Supplement No. 1 to Security Agreement to be duly executed by their duly authorized representatives as of the date first above written.

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity  
but solely as trustee under  
the Trust Agreement dated as  
of August 1, 1992 with NYNEX  
Credit Company

\_\_\_\_\_  
Printed Name:  
Title:

MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY

*W. E. Lord*  
\_\_\_\_\_  
Printed Name: WILLIAM E. LORD  
Title: Second Vice President

MML PENSION INSURANCE COMPANY

*Robert E. Joyal*  
\_\_\_\_\_  
Printed Name: ROBERT E. JOYAL  
Title: INVESTMENT OFFICER

Schedule A

I. Equipment subject to this Security Agreement on First Closing Date.

<u>Quantity</u>	<u>Item</u>	<u>Manufacturer and Serial Number</u>
268	5800 cu. ft. plastic pellet covered hopper cars	ACF Industries Incorporated; ELTX Nos: See Addendum

## ADDENDUM

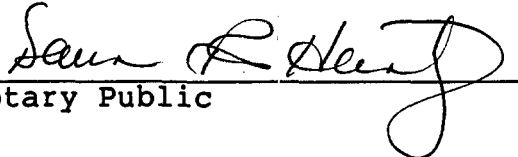
### ELTX NOS:

2000 - 2010  
2012 - 2127  
2129 - 2131  
2133 - 2151  
2153 - 2166  
2168 - 2200  
2202 - 2219  
2221 - 2235  
2238  
2240 - 2243  
2245 - 2247  
2249 - 2251  
2253 - 2256  
2258 - 2263  
2265  
2267 - 2268  
2270 - 2273  
2275 - 2277  
2280  
2282  
2284 - 2287  
2290 - 2291

STATE OF **CONNECTICUT**  
COUNTY OF **HARTFORD**

SS:

On this \_\_\_\_\_ day of August, 1992, before me personally appeared Robert L. Reynolds to me personally known who being by me duly sworn, says that he is the Corporate Trust Officer of THE CONNECTICUT NATIONAL BANK, that said instrument was signed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

  
Notary Public

[NOTARIAL SEAL]

My commission expires:

**DAWN PICCOLI HEINTZ**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 1997